

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

BERTRAM FIELDS (SBN 024199)
BFields@ggfirm.com
AARON J. MOSS (SBN 190625)
AMoss@GreenbergGlusker.com
DANIEL G. STONE (SBN 265397)
DStone@GreenbergGlusker.com
GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590
Telephone: 310.553.3610
Fax: 310.553.0687

Attorneys for Defendants
UNIVERSAL CITY STUDIOS LLC,
NBCUNIVERSAL MEDIA, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DANJAQ, LLC, a Delaware Limited
liability company; METRO-
GOLDWYN-MAYER STUDIOS
INC., a Delaware corporation;
UNITED ARTISTS CORPORATION,
a Delaware corporation; SEVENTEEN
LEASING CORPORATION, a
Delaware corporation; EIGHTEEN
LEASING CORPORATION, a
Delaware corporation; NINETEEN
LEASING CORPORATION, a
Delaware corporation; TWENTY
LEASING CORPORATION, and a
Delaware corporation; TWENTY-
ONE LEASING COMPANY LLC, a
Delaware limited liability company

Plaintiffs,

v.

UNIVERSAL CITY STUDIOS LLC, a
Delaware limited liability company;
NBCUNIVERSAL MEDIA, LLC, a
Delaware limited liability company;
and AARON BERG, an individual,

Defendants.

Case No. 2:14-CV-02527 SJO (Ex)

Assigned To: Hon. S. James Otero

**DEFENDANTS UNIVERSAL CITY
STUDIOS LLC AND
NBCUNIVERSAL MEDIA, LLC'S
ANSWER TO COMPLAINT**

DEMAND FOR JURY TRIAL

Action filed on April 3, 2014

Defendants UNIVERSAL CITY STUDIOS LLC and NBCUNIVERSAL MEDIA, LLC (individually and collectively, “Universal Defendants”) hereby answer the Complaint of Plaintiffs Danjaq, LLC (“Danjaq”) and Metro-Goldwyn-Mayer Studios Inc.; United Artists Corporation; Seventeen Leasing Corporation; Eighteen Leasing Corporation; Nineteen Leasing Corporation; Twenty Leasing Corporation; and Twenty-One Leasing Company LLC (collectively “MGM” and, together with Danjaq, “Plaintiffs”), as follows:

PRELIMINARY STATEMENT

Plaintiffs’ lawsuit is the desperate attempt of a rival studio to misuse its copyrights in order to kill a competitor’s project before it even gets off the ground. Plaintiffs were repeatedly informed before filing their complaint that the screenplay at issue would not be the basis of any motion picture that might ultimately be produced, and that the screenplay Universal acquired would be substantially revised to eliminate any potentially objectionable elements. But Plaintiffs’ goal is not to prevent the infringement of the James Bond works. They are instead intent on scaring away Universal and any other would-be competitors, thereby gaining a monopoly on the British spy genre. Plaintiffs’ lawsuit is a patent waste of resources for the parties and the Court. It is also antithetical to copyright law, which only protects concrete expression, not abstract ideas, and was never intended to be used as a sword to prevent lawful competition.

JURISDICTION

1. Universal Defendants admit that Plaintiffs purport to allege a claim for copyright infringement and that, based on this allegation, the Court has federal question jurisdiction over that claim. Universal Defendants deny the remaining allegations, express or implied, in Paragraph 1.

NATURE OF THE ACTION

2. Universal Defendants deny all of the allegations express or implied, in Paragraph 2. To the extent that the Complaint purports to describe or characterize

1 the *Section 6* screenplay or the James Bond works, those works speak for
2 themselves, and Universal Defendants deny those allegations on that basis.

3 3. Universal Defendants deny all of the allegations express or implied, in
4 the first sentence of Paragraph 3. Universal Defendants are without knowledge or
5 information sufficient to form a belief as to the truth of the remaining allegations in
6 Paragraph 3 and on that basis deny those allegations, express or implied.

7 4. With respect to the first sentence of Paragraph 4, Universal Defendants
8 are without knowledge or information sufficient to form a belief as to the truth of
9 the allegations and on that basis deny the allegations, express or implied, in the first
10 sentence of Paragraph 4. To the extent that the Complaint purports to describe or
11 characterize the *Section 6* screenplay or the James Bond works, those works speak
12 for themselves, and Universal Defendants deny those allegations on that basis.
13 Universal Defendants deny the remaining allegations, express or implied, in
14 Paragraph 4.

15 5. Universal Defendants deny all of the allegations, express or implied, in
16 Paragraph 5.

17 6. To the extent that the Complaint purports to describe or characterize
18 the *Section 6* screenplay, that screenplay speaks for itself, and Universal Defendants
19 deny those allegations on that basis. Universal Defendants deny that portion of the
20 first sentence of Paragraph 6 which alleges “[s]eemingly in anticipation of this
21 lawsuit” and the allegations, express or implied, in the last sentence of Paragraph 6.
22 Universal Defendants are without knowledge or information sufficient to form a
23 belief as to the truth of the remaining allegations of Paragraph 6, and on that basis
24 deny those allegations, express or implied.

25 **Events Leading To The Filing Of The Action**

26 7. Universal Defendants admit that they received a letter from Plaintiffs
27 in November 2013. To the extent that the Complaint purports to describe or
28 characterize the contents of the letter or the Complaint, the letter and the Complaint

1 speak for themselves, and Universal Defendants deny those allegations on that
2 basis. Universal Defendants deny the remaining allegations of Paragraph 7, express
3 or implied.

4 8. Universal Defendants admit that they responded in writing to
5 Plaintiffs' November 2013 correspondence. To the extent that the Complaint
6 purports to describe or characterize the contents of Universal Defendants' written
7 response, the response speaks for itself, and Universal Defendants deny those
8 allegations on that basis. Universal Defendants are without knowledge or
9 information sufficient to form a belief as to the truth of the remaining allegations in
10 Paragraph 8, and on that basis deny those allegations, express or implied.

11 9. With respect to the first sentence of Paragraph 9, Universal Defendants
12 are without knowledge or information sufficient to form a belief as to the truth of
13 these allegations, and on that basis deny the allegations, express or implied, in the
14 first sentence of Paragraph 9. Universal Defendants deny the remaining allegations
15 of Paragraph 9, express or implied.

16 10. Universal Defendants admit that Plaintiffs contacted Universal
17 Defendants on approximately March 26, 2014, and that Universal Defendants
18 replied on approximately March 31, 2014. To the extent that the Complaint
19 purports to describe or characterize the contents of Plaintiffs' March 26, 2014 letter
20 or Universal Defendants' March 31, 2014 letter, the letters speak for themselves,
21 and Universal Defendants deny those allegations on that basis. Universal
22 Defendants are without knowledge or information sufficient to form a belief as to
23 the truth of the remaining allegations of Paragraph 10 and on that basis deny those
24 allegations, express or implied.

25 11. To the extent that the Complaint purports to describe or characterize
26 the contents of Universal Defendants' March 31, 2014 letter, the document speaks
27 for itself, and Universal Defendants deny those allegations on that basis. With
28 respect to the last sentence of Paragraph 11, Universal Defendants are without

1 knowledge or information sufficient to form a belief as to the truth of these
 2 allegations, and on that basis deny the allegations, express or implied, in the last
 3 sentence of Paragraph 11. Universal Defendants deny the remaining allegations,
 4 express or implied, in Paragraph 11.

5 VENUE

6 12. Universal Defendants admit that venue is proper in this district.

7 13. Universal Defendants admit that the court has personal jurisdiction
 8 over Universal Defendants in this matter.

9 THE PARTIES

10 14. Universal Defendants are without knowledge or information sufficient
 11 to form a belief as to the truth of the allegations in Paragraph 14, and on that basis
 12 deny all of those allegations, express or implied.

13 15. Universal Defendants are without knowledge or information sufficient
 14 to form a belief as to the truth of the allegations in Paragraph 15, and on that basis
 15 deny all of those allegations, express or implied.

16 16. Universal Defendants are without knowledge or information sufficient
 17 to form a belief as to the truth of the allegations in Paragraph 16, and on that basis
 18 deny all of those allegations, express or implied.

19 17. Universal Defendants are without knowledge or information sufficient
 20 to form a belief as to the truth of the allegations in Paragraph 17, and on that basis
 21 deny all of those allegations, express or implied.

22 18. Universal Defendants are without knowledge or information sufficient
 23 to form a belief as to the truth of the allegations in Paragraph 18, and on that basis
 24 deny all of those allegations, express or implied.

25 19. Universal Defendants are without knowledge or information sufficient
 26 to form a belief as to the truth of the allegations in Paragraph 19, and on that basis
 27 deny all of those allegations, express or implied.

28 20. Universal Defendants are without knowledge or information sufficient

1 to form a belief as to the truth of the allegations in Paragraph 20, and on that basis
2 deny all of those allegations, express or implied.

3 21. Universal Defendants are without knowledge or information sufficient
4 to form a belief as to the truth of the allegations in Paragraph 21, and on that basis
5 deny all of those allegations, express or implied.

6 22. Universal Defendants admit the allegations of Paragraph 22.

7 23. Universal Defendants admit the allegations of Paragraph 23.

8 24. Universal Defendants admit that Defendant Aaron Berg wrote a
9 *Section 6* screenplay. Universal Defendants are without knowledge or information
10 sufficient to form a belief as to the truth of the remaining allegations in Paragraph
11 24, and on that basis deny those allegations, express or implied.

12 25. Universal Defendants deny all of the allegations, express or implied,
13 in Paragraph 25.

14 **ALLEGATIONS COMMON TO ALL CLAIMS**

15 26. Universal Defendants are without knowledge or information sufficient
16 to form a belief as to the truth of the allegations in Paragraph 26, and on that basis
17 deny all of those allegations, express or implied.

18 27. Universal Defendants are without knowledge or information sufficient
19 to form a belief as to the truth of the allegations in Paragraph 27, and on that basis
20 deny all of those allegations, express or implied.

21 28. Universal Defendants are without knowledge or information sufficient
22 to form a belief as to the truth of the allegations in Paragraph 28, and on that basis
23 deny all of those allegations, express or implied.

24 29. Universal Defendants admit that Plaintiff Metro-Goldwyn-Mayer
25 Studios Inc. has publicly announced its intention to release a James Bond film in
26 2015. Universal Defendants are without knowledge or information sufficient to
27 form a belief as to the truth of the remaining allegations in Paragraph 29, and on
28 that basis deny all of those allegations, express or implied.

1 30. Universal Defendants are without knowledge or information sufficient
2 to form a belief as to the truth of the allegations in Paragraph 30, and on that basis
3 deny all of those allegations, express or implied.

4 31. Universal Defendants are without knowledge or information sufficient
5 to form a belief as to the truth of the allegations in Paragraph 31, and on that basis
6 deny all of those allegations, express or implied.

7 32. Universal Defendants are without knowledge or information sufficient
8 to form a belief as to the truth of the allegations in Paragraph 32, and on that basis
9 deny all of those allegations, express or implied.

10 33. Universal Defendants are without knowledge or information sufficient
11 to form a belief as to the truth of the allegations in Paragraph 33, and on that basis
12 deny all of those allegations, express or implied.

13 34. Universal Defendants are without knowledge or information sufficient
14 to form a belief as to the truth of the allegations in Paragraph 34, and on that basis
15 deny all of those allegations, express or implied.

16 35. Universal Defendants are without knowledge or information sufficient
17 to form a belief as to the truth of the allegations in Paragraph 35, and on that basis
18 deny all of those allegations, express or implied.

19 36. Universal Defendants admit that Defendant Aaron Berg wrote a
20 screenplay entitled *Section 6*. Universal Defendants are without knowledge or
21 information sufficient to form a belief as to the truth of the remaining allegations in
22 Paragraph 36 and on that basis deny those allegations, express or implied.

23 37. Universal Defendants are without knowledge or information sufficient
24 to form a belief as to the truth of the allegations in Paragraph 37, and on that basis
25 deny all of those allegations, express or implied.

26 38. Universal Defendants deny all of the allegations, express or implied, in
27 Paragraph 38.

28 39. Universal Defendants deny that Berg distributed a copy of the *Section*

6 screenplay to them. Universal Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 39, and on that basis deny those allegations, express or implied.

40. Universal Defendants deny all of the allegations, express or implied, in Paragraph 40.

41. Universal Defendants deny all of the allegations, express or implied, in Paragraph 41.

42. Universal Defendants admit that they acquired rights to the *Section 6* screenplay on terms set forth in an agreement with Berg. To the extent that the Complaint purports to describe or characterize the agreement, the agreement speaks for itself, and Universal Defendants deny those allegations on that basis.

43. Universal Defendants admit that they acquired rights to the *Section 6* screenplay on terms set forth in an agreement with Berg. To the extent that the Complaint purports to describe or characterize the agreement, the agreement speaks for itself, and Universal Defendants deny those allegations on that basis.

44. Universal Defendants deny all of the allegations, express or implied, in Paragraph 44.

45. Universal Defendants admit that they have contracted with Berg to rewrite the *Section 6* screenplay. To the extent that the Complaint purports to describe or characterize the agreement, the agreement speaks for itself, and Universal Defendants deny those allegations on that basis. Universal Defendants deny the remaining allegations, express or implied, in Paragraph 45.

46. Universal Defendants admit that Universal Pictures has authored a new *Section 6* screenplay and is developing a possible *Section 6* motion picture that would, if produced, be based on that new screenplay or subsequent screenplays authored by Universal Pictures. Universal Defendants further admit that they have contracted with Berg to rewrite the *Section 6* screenplay and that Universal Pictures is overseeing that process. To the extent that the Complaint purports to describe or

1 characterize the agreement, the agreement speaks for itself, and Universal
2 Defendants deny those allegations on that basis. Universal Defendants deny the
3 remaining allegations, express or implied, in Paragraph 46.

4 47. Universal Defendants deny the allegations, express or implied, in
5 Paragraph 47.

6 48. Universal Defendants deny the allegations, express or implied, in
7 Paragraph 48.

8 49. Universal Defendants deny the allegations, express or implied, in
9 Paragraph 49.

10 50. Universal Defendants deny the allegations, express or implied, in
11 Paragraph 50.

12 51. Universal Defendants are without knowledge or information sufficient
13 to form a belief as to the truth of the allegations in Paragraph 51 concerning alleged
14 media reports, and on that basis deny all of those allegations, express or implied.

15 52. Universal Defendants admit that Plaintiffs have not authorized them to
16 produce a motion picture or other derivative work based on copyright protected
17 elements of the James Bond works. Universal Defendants deny the remaining
18 allegations, expressed or implied in Paragraph 52.

19 53. Universal Defendants admit that they acquired rights to the *Section 6*
20 screenplay on terms set forth in an agreement with Berg. To the extent that the
21 Complaint purports to describe or characterize the agreement, the agreement speaks
22 for itself, and Universal Defendants deny those allegations on that basis. Universal
23 Defendants are without knowledge or information sufficient to form a belief as to
24 the truth of the remaining allegations in Paragraph 53, and on that basis deny those
25 allegations, express or implied.

26 54. Universal Defendants deny all of the allegations, express or implied, in
27 Paragraph 54.

28 55. Universal Defendants deny all of the allegations, express or implied,

1 in Paragraph 55.

2 56. To the extent that the Complaint purports to describe or characterize
3 the *Section 6* screenplay or the James Bond works, those works speak for
4 themselves, and Universal Defendants deny those allegations on that basis.
5 Universal Defendants deny the remaining allegations, express or implied, in
6 Paragraph 56.

7 57. To the extent that the Complaint purports to describe or characterize
8 the *Section 6* screenplay or the James Bond works, those works speak for
9 themselves, and Universal Defendants deny those allegations on that basis.
10 Universal Defendants deny the remaining allegations, express or implied, in
11 Paragraph 57.

12 58. To the extent that the Complaint purports to describe or characterize
13 the *Section 6* screenplay or the James Bond works, those works speak for
14 themselves, and Universal Defendants deny those allegations on that basis.
15 Universal Defendants deny the remaining allegations, express or implied, in
16 Paragraph 58.

17 59. To the extent that the Complaint purports to describe or characterize
18 the *Section 6* screenplay or the James Bond works, those works speak for
19 themselves, and Universal Defendants deny those allegations on that basis.
20 Universal Defendants deny the remaining allegations, express or implied, in
21 Paragraph 59.

22 60. To the extent that the Complaint purports to describe or characterize
23 the *Section 6* screenplay or the James Bond works, those works speak for
24 themselves, and Universal Defendants deny those allegations on that basis.
25 Universal Defendants deny the remaining allegations, express or implied, in
26 Paragraph 60.

27 61. To the extent that the Complaint purports to describe or characterize
28 the *Section 6* screenplay or the James Bond works, those works speak for

1 themselves, and Universal Defendants deny those allegations on that basis.
2 Universal Defendants deny the remaining allegations, express or implied, in
3 Paragraph 61.

4 62. To the extent that the Complaint purports to describe or characterize
5 the *Section 6* screenplay or the James Bond works, those works speak for
6 themselves, and Universal Defendants deny those allegations on that basis.
7 Universal Defendants deny the remaining allegations, express or implied, in
8 Paragraph 62.

9 63. To the extent that the Complaint purports to describe or characterize
10 the *Section 6* screenplay or the James Bond works, those works speak for
11 themselves, and Universal Defendants deny those allegations on that basis.
12 Universal Defendants deny the remaining allegations, express or implied, in
13 Paragraph 63.

14 64. To the extent that the Complaint purports to describe or characterize
15 the *Section 6* screenplay or the James Bond works, those works speak for
16 themselves, and Universal Defendants deny those allegations on that basis.
17 Universal Defendants deny the remaining allegations, express or implied, in
18 Paragraph 64.

19 65. To the extent that the Complaint purports to describe or characterize
20 the *Section 6* screenplay, that work speaks for itself, and Universal Defendants deny
21 those allegations on that basis. Universal Defendants are without knowledge or
22 information sufficient to form a belief as to the truth of the remaining allegations in
23 Paragraph 65, and on that basis deny those allegations, express or implied.

24 **FIRST CLAIM FOR RELIEF**

25 66. Universal Defendants reallege and incorporate by reference their
26 responses to Paragraphs 1 through 65, inclusive.

27 67. Universal Defendants are without knowledge or information sufficient
28 to form a belief as to the truth of the allegations in Paragraph 67, and on that basis

1 deny all of those allegations, express or implied.

2 68. Universal Defendants are without knowledge or information sufficient
3 to form a belief as to the truth of the allegations in Paragraph 68, and on that basis
4 deny all of those allegations, express or implied.

5 69. Universal Defendants deny all of the allegations, express or implied, in
6 Paragraph 69.

7 70. Universal Defendants deny all of the allegations, express or implied, in
8 Paragraph 70.

9 71. Universal Defendants deny all of the allegations, express or implied, in
10 Paragraph 71.

11 **SECOND CLAIM FOR RELIEF**

12 72. Universal Defendants reallege and incorporate by reference their
13 responses to Paragraphs 1 through 65, inclusive.

14 73. Universal Defendants are without knowledge or information sufficient
15 to form a belief as to the truth of the allegations in Paragraph 73, and on that basis
16 deny all of those allegations, express or implied.

17 74. Universal Defendants are without knowledge or information sufficient
18 to form a belief as to the truth of the allegations in Paragraph 74, and on that basis
19 deny all of those allegations, express or implied.

20 75. Universal Defendants deny all of the allegations, express or implied, in
21 Paragraph 75.

22 76. Universal Defendants deny all of the allegations, express or implied, in
23 Paragraph 76.

24 77. Universal Defendants deny all of the allegations, express or implied, in
25 Paragraph 77.

26 78. Universal Defendants deny all of the allegations, express or implied, in
27 Paragraph 78.

28 79. Universal Defendants deny all of the allegations, express or implied, in

Paragraph 79.

THIRD CLAIM FOR RELIEF

80. Universal Defendants reallege and incorporate by reference their responses to Paragraphs 1 through 65, inclusive.

81. Universal Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81, and on that basis deny all of those allegations, express or implied.

82. Universal Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82, and on that basis deny all of those allegations, express or implied.

83. Universal Defendants deny all of the allegations, express or implied, in Paragraph 83.

84. Universal Defendants admit that they acquired rights to the *Section 6* screenplay on terms set forth in an agreement with Berg. To the extent that the Complaint purports to describe or characterize the agreement, the agreement speaks for itself, and Universal Defendants deny those allegations on that basis.

85. Universal Defendants deny all of the allegations, express or implied, in Paragraph 85.

86. Universal Defendants deny all of the allegations, express or implied, in Paragraph 86.

87. Universal Defendants deny all of the allegations, express or implied, in Paragraph 87.

FOURTH CLAIM FOR RELIEF

88. Universal Defendants reallege and incorporate by reference their responses to Paragraphs 1 through 65, inclusive.

89. Universal Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89, and on that basis deny all of those allegations, express or implied.

90. Universal Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90, and on that basis deny all of those allegations, express or implied.

91. Universal Defendants deny all of the allegations, express or implied, in Paragraph 91.

92. Universal Defendants deny all of the allegations, express or implied, in Paragraph 92.

93. Universal Defendants deny all of the allegations, express or implied, in Paragraph 93.

94. Universal Defendants deny all of the allegations, express or implied, in Paragraph 94.

AFFIRMATIVE DEFENSES

As for their separate and independent affirmative defenses, and without conceding that they bear the burden of proof or persuasion as to any of the below issues, Universal Defendants allege as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Independent Creation)

Plaintiffs' claims fail because both the original *Section 6* screenplay written by Defendant Aaron Berg and Universal Pictures' *Section 6* motion picture project are independent creations.

THIRD AFFIRMATIVE DEFENSE

(Scenes a Faire)

Plaintiffs' claims fail because, to the extent Universal Defendants have used any material contained in the James Bond works in connection with their *Section 6* motion picture project—which Universal Defendants deny—the use was limited to

1 *scenes a faire* or other expression not subject to copyright protection.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 **(De Minimis Use)**

4 To the extent Universal Defendants have used any copyrighted material
5 contained in the James Bond works in connection with their *Section 6* motion
6 picture project—which Universal Defendants deny—such use was *de minimis* and
7 not subject to liability.

8 **FIFTH AFFIRMATIVE DEFENSE**

9 **(Fair Use)**

10 To the extent Universal Defendants have used any copyrighted material
11 contained in the James Bond works in connection with their *Section 6* motion
12 picture project—which Universal Defendants deny—such use was protected “fair
13 use” under the Copyright Act.

14 **SIXTH AFFIRMATIVE DEFENSE**

15 **(First Amendment)**

16 Plaintiffs’ claims fail because, to the extent Universal Defendants have used
17 any material contained in the James Bond works in connection with their *Section 6*
18 motion picture project—which Universal Defendants deny—Plaintiffs’ claims
19 and/or remedies are barred by the First Amendment to the United States
20 Constitution.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Public Domain)**

23 Plaintiffs’ claims fail because, to the extent Universal Defendants have used
24 any material contained in the James Bond works in connection with their *Section 6*
25 motion picture project—which Universal Defendants deny—the use was limited to
26 material in the public domain, not protectable expression subject to copyright
27 protection.
28

EIGHTH AFFIRMATIVE DEFENSE**(Innocent Intent)**

Plaintiffs' claims fail because to the extent Universal Defendants' acts infringed any copyright in the James Bond works—which Universal Defendants deny—the infringement was innocent, not willful.

NINTH AFFIRMATIVE DEFENSE**(Lack of Registration)**

To the extent Plaintiffs have failed to comply with the provisions of 17 U.S.C. §§ 411(a) and/or 412, Plaintiffs' claims are limited and/or barred.

TENTH AFFIRMATIVE DEFENSE**(Laches)**

Plaintiffs are barred from obtaining relief under the Complaint or any of the purported claims alleged therein by the doctrine of laches due to Plaintiffs' unreasonable delay in seeking such relief.

ELEVENTH AFFIRMATIVE DEFENSE**(Waiver)**

By reason of Plaintiffs' conduct, words and/or actions, Plaintiffs have waived the right to obtain relief on any of the purported claims for relief in the Complaint.

TWELFTH AFFIRMATIVE DEFENSE**(Estoppel)**

By reason of Plaintiffs' conduct, words and/or actions and Universal Defendants' reasonable reliance to their detriment thereon, Plaintiffs are estopped from obtaining relief on any of the purported claims in the Complaint.

THIRTEENTH AFFIRMATIVE DEFENSE**(Unclean Hands)**

By reason of Plaintiffs' conduct, words and/or actions, Plaintiffs are guilty of unclean hands and, therefore, precluded from obtaining the relief sought in the Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE**(Failure to Mitigate/Set Off)**

To the extent Plaintiffs have suffered any damage, loss and/or injury through any acts of Universal Defendants—which Universal Defendants deny—Plaintiffs have failed to reasonably and promptly mitigate their damages and, thus, any award should be reduced according to such failure.

FIFTEENTH AFFIRMATIVE DEFENSE**(Fault of Others)**

Plaintiffs are barred and precluded from any recovery against Universal Defendants because to the extent Plaintiffs have suffered any damage, loss and/or injury—which Universal Defendants deny—it was caused by persons other than Universal Defendants.

SIXTEENTH AFFIRMATIVE DEFENSE**(Ripeness)**

Plaintiffs' claims fail because they are premature and not ripe for adjudication.

SEVENTEENTH AFFIRMATIVE DEFENSE**(Other Affirmative Defenses)**

Universal Defendants have insufficient information upon which to form a belief as to whether they have additional affirmative defenses. Universal Defendants reserve their right to assert additional affirmative defenses in the event they discover facts upon which such affirmative defenses may be based.

PRAYER FOR RELIEF

WHEREFORE, Universal Defendants prays for judgment as follows:

1. That Plaintiffs take nothing by their Complaint;
2. That each and every purported claim for relief set forth in the Complaint be dismissed with prejudice;

1 3. That Universal Defendants be awarded attorney's fees and costs
2 incurred herein; and

3 4. That the Court award such other and further relief in favor of
4 Universal Defendants as is just and proper.
5

6
7 DATED: October 7, 2014

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

8
9 By: /s/ Aaron J. Moss

10 AARON J. MOSS (SBN 190625)
11 Attorneys for Defendants UNIVERSAL
12 CITY STUDIOS LLC and
13 NBCUNIVERSAL MEDIA, LLC
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

DEMAND FOR JURY TRIAL

Defendants UNIVERSAL CITY STUDIOS LLC and NBCUNIVERSAL MEDIA, LLC hereby demand a jury trial as provided by Rule 38 of the Federal Rules of Civil Procedure.

DATED: October 7, 2014

GREENBERG GLUSKER FIELDS |
CLAMAN & MACHTINGER LLP

By: /s/ Aaron J. Moss

AARON J. MOSS (SBN 190625)
Attorneys for Defendants UNIVERSAL
CITY STUDIOS LLC, NBCUNIVERSAL
MEDIA, LLC

GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590